



CABLE & WIRELESS
USA

May 8, 2000

Ms. Magalie Roman Salas
Secretary
Federal Communications Commission
445 12th St., SW
TW-A325
Washington, D.C. 20554

ORIGINAL
EX PARTE OR LATE FILED

RECEIVED
MAY 09 2000
FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

Cable & Wireless USA, Inc.
219 Leesburg Pike
Vienna
Virginia 22182
www.cwusa.com
Telephone (703) 790-5300

RE: Ex Parte Presentation
Section 1.1206(b)(1) and (b)(2) Disclosure
Implementation of the Subscriber Carrier Selection Changes Provision of the
Telecommunications Act of 1996, Policies and Rules Concerning Unauthorized
Changes of Consumers' Long Distance Carriers, Second Report and Order and
Further Notice of Proposed Rulemaking, CC Docket No. 94-129.

Secretary Salas:

On May 4, 2000, Paul Kenefick, of Cable & Wireless USA, Inc. ("C&W USA") and Steve Augustino of Kelley, Drye & Warren made a written and oral ex parte presentation to Michele Walters, Dana Bradford, Bill Scher, and Will Cox of the Common Carrier Bureau concerning several issues pending in the above entitled docket. Attached is a printed out version of the Internet demonstration.¹ Specifically, the participants discussed the issue of whether consumers should be allowed to subscribe to telecommunications service through the Internet. C&W USA advocates a rule that permits carriers to employ this medium and to have flexibility in determining whether the subscriber's authorization can be authenticated.

If you have any questions or comments concerning this disclosure or the presentation in general, please do not hesitate to contact me at 703-905-5785.

Sincerely,

Paul W. Kenefick
Director, International Regulatory Affairs

Attachment

cc: Michele Walters
Dana Bradford
Bill Scher
Will Cox

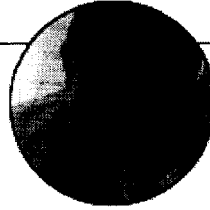
No. of Copies rec'd 0+2
List ABCDE

¹ This demonstration can be accessed at <http://www.cwusa.com/fcc>, username = FCC01, password=password12.



Voice

- [Residential Long Distance](#)
- [Sign Up Today](#)



Long Distance Rates From xx Cents Per Minute

Cable & Wireless USA offers a full range of voice products to meet the telecommunications needs of today's businesses, including reliable, high-quality long distance services, conference calling, toll-free and calling card services.

This service portfolio enables companies to conduct business efficiently, whether they are in a traditional office setting or working in today's challenging, fast-paced mobile environment. Cable & Wireless USA also provides essential tools to help businesses manage telecommunications expenses.

CWUSA offers great rates for Long Distance, join now to begin saving!

[Internet](#)
[Data](#)
[Voice](#)
[Messaging](#)
[Consumer](#)
[Partners](#)
[Profile](#)
[Careers](#)
[Media](#)
[Contact](#)
[Search](#)
[Home](#)

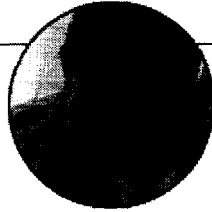
[Privacy Policy](#) Cable & Wireless USA. All Rights Reserved.
© 2000 Cable & Wireless USA. All Rights Reserved.

Top



Voice

Welcome to the C&W USA online service order form. To sign up for service, fill out this form and hit continue.



Internet
Data
Voice
Messaging
Consumer
Partners
Profile
Careers
Media
Contact
Search
Home

Company Name	<input type="text"/>
Street Address	<input type="text"/>
City	<input type="text"/>
State	<input type="text"/>
Zip	<input type="text"/>
Primary Contact	<input type="text"/>
Alternate Contact	<input type="text"/>
Phone Number	<input type="text"/>
Email Address	<input type="text"/>
Verification Password	<input type="text"/>

CPNI Approval

☐ No ☐ Yes, I have read the CPNI notification language in the terms and conditions and hereby provide authorization to Cable & Wireless USA to use my service information to provide additional products and services in the future that would be tailored to my needs.

For definition - see terms and conditions.



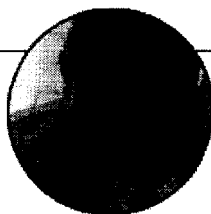
© 1999 Cable & Wireless USA. All Rights Reserved.
Last updated: Fri Apr 30 16:20:27 1999

Top



Voice

- [Residential Long Distance](#)
- [Dial Internet Access](#)
- [Sign Up Today](#)



Terms and Conditions

GENERAL TERMS AND CONDITIONS

Acceptance of Order. This order for long distance services is accepted by Cable & Wireless USA, Inc. (C&W USA) upon C&W USA's first initiation of any such services or C&W USA's initiation of a change to any such services.

Tariffs. C&W USA's international, interstate, and certain of C&W USA's intrastate services are tariffed services and are therefore, governed by this order and C&W USA's applicable Federal and state tariffs. C&W USA's tariffs may be amended by C&W USA in accordance with applicable laws and regulations. Certain of C&W USA's intrastate services, any C&W USA-provided customer premises equipment and other services are not tariffed ("Non-Tariffed Services/Equipment"), however, it is hereby agreed that C&W USA's Non-Tariffed Services/Equipment are governed by this order and the "General Rules and Regulations" section of C&W USA's Federal interstate switched services tariff. It is acknowledged that C&W USA may be required to withdraw its Federal tariff for interstate services, and it is hereby agreed that if such tariff is withdrawn, the "General Rules and Regulations" section of C&W USA's Federal tariff for international services shall then govern C&W USA's interstate services and the Non-Tariffed Services/Equipment.

Rates and Discounts. The Customer shall pay the rates, charges and fees set forth or referenced in C&W USA's applicable tariffs, rate schedules, and this order, as such may be revised by C&W USA at any time with notice.

Payment. C&W USA shall provide invoices covering C&W USA's monthly billing periods which shall be due and payable upon receipt. A late payment fee shall be applied on balances that remain unpaid thirty (30) days following the invoice date in the amount of the lesser of (a) one and one-half percent (1½) per month of the amount of the late payment starting from the invoice date, or (b) the maximum amount allowed under applicable law. Questions concerning any invoice must be brought to the attention of C&W USA within forty-five (45) days of the invoice date. The Customer shall be liable to C&W USA for any and all costs and/or expenses incurred directly or indirectly, including reasonable attorneys' fees and expenses, in collection of any amounts due.

Termination by Customer. The Customer may terminate this order at any time provided that (a) Customer provides thirty (30) days' prior written notice to C&W USA, and (b) the Customer pays all outstanding amounts. If C&W USA is providing the services set forth in this order under a C&W USA term plan, in addition to (a) and (b) above, the Customer shall pay C&W USA the term plan discontinuance charge (as an early discontinuance of service fee and not as a penalty) as set forth in the applicable C&W USA term plan.

Liabilities. In the event the C&W USA services or any portion thereof are unavailable to the Customer due to a total or partial interruption of the C&W USA services, C&W USA's sole obligation, and the Customer's sole

[Internet](#)
[Data](#)
[Voice](#)
[Messaging](#)
[Consumer](#)
[Partners](#)
[Profile](#)
[Careers](#)
[Media](#)
[Contact](#)
[Search](#)
[Home](#)

and exclusive remedy, with respect to such interruption of services, shall be for the Customer to request and for C&W USA to provide a pro rata credit for the period and for the portion of the C&W USA services affected during which the C&W USA services or any part thereof were unavailable to the Customer. C&W USA's obligations to Customer with respect to a particular interruption start upon C&W USA's receipt of Customer's notification of the interruption and end upon service restoration. In no event shall C&W USA be liable for any loss of profits or for any indirect, incidental, special, exemplary, or consequential damages. C&W USA's maximum liability for any damages arising out of or related to this order shall not exceed the total charges for the C&W USA services provided under this order during the month in which such liability arises. The Customer shall defend, indemnify and hold C&W USA harmless from and against all claims, demands, actions, causes of action, judgments, costs and reasonable attorneys' fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the C&W USA services or otherwise arising under this order.

Additional Terms

(A) This order is made in and subject to the laws and the jurisdiction of the courts of the Commonwealth of Virginia.

(B) If C&W USA provides any software under this order, the Customer agrees to abide by the terms of the license agreement accompanying such software.

(C) By signing this order, the Customer, as the telephone subscriber, authorizes C&W USA to be the telephone subscriber's InterLATA toll carrier, commonly referred to as "long distance," for the telephone number (s) listed on this order. Additionally, C&W USA may be designated as the telephone subscriber's IntraLATA toll carrier, where available, by checking the "ILP" box on the order form. IntraLATA toll services are local area toll calls made within the telephone subscriber's area. The telephone subscriber authorizes C&W USA to contact the telephone subscriber's local exchange carrier on the telephone subscriber's behalf and further understands that the local exchange carrier may charge a fee to switch the telephone subscriber's long distance service to C&W USA and this fee will appear on a future local exchange carrier bill.

(D) **Customer Proprietary Network Information.** CPNI is that information available solely due to the carrier/customer relationship, including the type and quantity of telecommunication services. By federal law, the customer has the right, and C&W USA the duty, to protect CPNI from unauthorized disclosure, and C&W USA must receive express approval from the customer in order to use CPNI information to offer the Customer other products and services that may be beneficial to the Customer. With approval, C&W USA is better able to coordinate the Customer's communication needs and offer packages that we believe will best meet the Customer's specific needs. Approval or denial of this authority is valid until affirmatively changed by the Customer, and denial will not affect services subscribed.

(E) If the Customer requests C&W USA to expedite installation of service, the Customer shall pay any and all expedite costs associated with the request. The Customer understands that the installation of local access facilities is not under the control of C&W USA. C&W USA shall use reasonable efforts to have the requested expedite date met.

(F) Customer acknowledges that (i) while measures are taken to correctly assign 800/888 or other toll-free numbers ("800/888"), C&W USA assumes no liability whatsoever for any costs or damages that Customer may incur based on actions taken by Customer in reliance on the accuracy of any such number assignment(s) regardless whether such actions are taken prior to or after service initiation; (ii) the 800/888 numbers are assigned and administered by an independent administrator and C&W USA shall not be liable for any errors, acts or omissions of the independent administrator or its agents; (iii) C&W USA does not represent and warrant that Customer shall receive any of Customer's requested 800/888 numbers from the

independent administrator; and (iv) C&W USA shall not be liable for any errors in making any Customer requests for any 800/888 numbers or for any failure on C&W USA's part to make such request on Customer's behalf.

TERM PLAN TERMS AND CONDITIONS

General. If the Customer has selected a Complete term plan ("Term Plan") the Customer shall be eligible to receive a discounted rate for Customer's Complete interstate long distance calls in exchange for agreeing to remain a Complete subscriber for the entire term set forth on page 1 ("Initial Term Plan Period") including any renewal periods.

Term Plan Period. The Initial Term Plan Period and any renewal periods are based on the C&W USA standard monthly billing period assigned to the Customer ("Billing Period").

For a new C&W USA long distance Customer, the Initial Term Plan Period shall start on the first day of the Billing Period during which the Customer starts using the Complete service; provided, however, that if the Customer does not start using the Complete service during the Billing Period in which C&W USA first makes such service available for the Customer's use, the Initial Term Plan Period shall start on the first day of that Billing Period.

For an existing C&W USA long distance customer transitioning to this Term Plan, the Initial Term Plan Period shall start on the first day of the Billing Period during which C&W USA updates the Customer's file to reflect the Term Plan. The Term Plan shall automatically renew for periods equal in duration to the Initial Term Plan period unless (a) C&W USA notifies the Customer otherwise in writing at least sixty (60) days before the expiration date of the Initial Term Plan Period or renewal period then in effect, as applicable, or (b) the Customer notifies C&W USA otherwise in writing at least thirty (30) days before the expiration date of the Initial Term Plan Period or a renewal period then in effect, as applicable.

Rates and Discounts. The Customer shall pay the rates, charges, surcharges and fees set forth or referenced in C&W USA's applicable tariffs, rate schedules, and this order, as such may be revised by C&W USA at any time with notice, except that the term plan discount for Customer's Complete interstate long distance calls ("Interstate Term Plan Discount") shall be fixed during the Initial Term Plan Period and any renewal period.

Minimums. For each Billing Period, the Customer shall pay C&W USA at least the Complete product usage minimums (hereinafter a product minimum shall be referred to as "Minimum") for Complete services provided over switched access lines ("Switched Service") and/or over dedicated access lines ("Dedicated Service"), as applicable to the services ordered by the Customer.

If Customer's actual usage (net of all discounts including the Interstate Term Plan Discount) for Switched Service ("Net Switched Usage") does not meet the Switched Service Minimum for any Billing Period, then, for that Billing Period, the Customer shall pay an additional charge (as an underutilization fee and not as a penalty) equal to the difference between the Net Switched Usage and the Switched Service Minimum; provided, however, that if this is the Customer's first C&W USA long distance term plan, the Switched Service Minimum shall not apply to the first two (2) Billing Periods of the Initial Term Plan Period.

If Customer's actual usage (net of all discounts including the Interstate Term Plan Discount) for Dedicated Service ("Net Dedicated Usage") does not meet the Dedicated Service Minimum for any Billing Period, then, for that Billing Period, the Customer shall pay an additional charge (as an underutilization fee and not as a penalty) equal to the difference between the Net Dedicated usage and the Dedicated Service Minimum; provided, however, that if this is the Customer's first C&W USA long distance term plan, the Dedicated Service Minimum shall not apply to the first two (2) Billing Periods of the Initial Term Plan Period.

Termination by Customer. The Customer may terminate the Term Plan prior to the expiration date of the Initial Term Plan Period or of the renewal period then in effect, as applicable, by providing C&W USA with at least thirty (30) days prior written notice. If the Customer so terminates the Term Plan, the Customer shall (a) pay for all service provided by C&W USA through the date service is discontinued, and (b) pay a Term Plan discontinuance charge (as an early discontinuance of service fee and not as a penalty) as follows:

If this is the Customer's first C&W USA long distance term plan and if the Customer terminates effective any time during the first sixty (60) days after service initiation, the charge shall be equal to the cumulative amount of the Interstate Term Plan Discount provided through the date service is discontinued. If the Customer terminates effective at any time after such sixty (60) day period, the charge shall be equal to the sum of the Switched Service and the Dedicated Service Minimums multiplied by the number of months remaining in the Initial Term Plan Period or in the renewal period then in effect, as applicable.

If this is not the Customer's first C&W USA long distance term plan, and the Customer terminates effective any time during the Initial Term Plan Period or the renewal period then in effect, the charge shall be equal to the sum of the Switched Service and Dedicated Service Minimums multiplied by the number of months remaining in the Initial Term Plan Period or in the renewal period then in effect, as applicable.

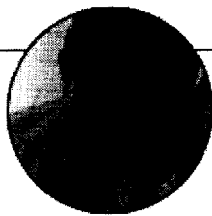
© 1999 Cable & Wireless USA. All Rights Reserved.
Printed on 11/18/99 11:41 AM

Top 



Voice

From here, enter all the numbers you need hooked up to our Network. If you are unsure please call one of our Sales Reps.



Outbound Originating Numbers

Main Billing Number

Total Number of lines:

Company Name
*As noted on phone bill

Telephone Number to be switched
over for long distance service

Local Toll*

<input type="text"/>	<input type="checkbox"/>
<input type="text"/>	<input type="checkbox"/>
<input type="text"/>	<input type="checkbox"/>
<input type="text"/>	<input type="checkbox"/>
<input type="text"/>	<input type="checkbox"/>
<input type="text"/>	<input type="checkbox"/>
<input type="text"/>	<input type="checkbox"/>
<input type="text"/>	<input type="checkbox"/>

Cellular number

Cellular number

Fax Line

Modem Line

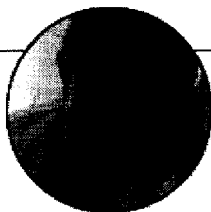
*Local Toll - see terms and conditions.

Internet
Data
Voice
Messaging
Consumer
Partners
Profile
Careers
Media
Contact
Search
Home



Voice

We know we offer the lowest rates in town, but we need your address if we are going to bill them to you...



Billing Information:

Customer Name	<input type="text"/>
Address	<input type="text"/>
City	<input type="text"/>
State	<input type="text"/>
Zip	<input type="text"/>
Billing Contact Name	<input type="text"/>
Billing Phone	<input type="text"/>
Email address	<input type="text"/>

Internet
Data
Voice
Messaging
Consumer
Partners
Profile
Careers
Media
Contact
Search
Home

Credit Card Option

CHOOSE ONE:

Credit Card Number

Electronic Billing Options:

EIB ☐ Online ☐ CD-Rom ☐ Disk

CMS 4.0 ☐ Cycle(Monthly) ☐ Online ☐ CD-Rom ☐ Disk

In addition to Cycle data, **Either** Daily or Weekly **either** CMS or CDR only format can be selected.

CHOOSE ONE:



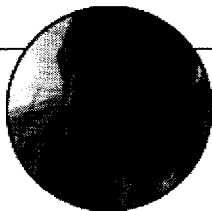
© 1999 Cable & Wireless USA. All Rights Reserved.
Last updated: Fri Apr 30 13:29:27 1999

Top



Voice

Thank you ertger for signing up for our long distance service. Please review the following and click agree if you agree with our terms and conditions.



GENERAL TERMS AND CONDITIONS

Acceptance of Order. This order for long distance services is accepted by Cable & Wireless USA, Inc. (C&W USA) upon C&W USA's first initiation of any such services or C&W USA's initiation of a change to any such services.

Tariffs. C&W USA's international, interstate, and certain of C&W USA's intrastate serv-ices are tarified services

[Internet](#)
[Data](#)
[Voice](#)
[Messaging](#)
[Consumer](#)
[Partners](#)
[Profile](#)
[Careers](#)
[Media](#)
[Contact](#)
[Search](#)
[Home](#)

© 1999 Cable & Wireless USA. All Rights Reserved.
Last Updated: Fri Apr 30 10:20:32 1999

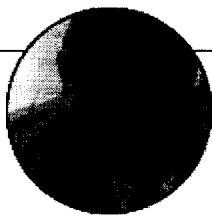
Top



CABLE & WIRELESS

Voice

Thank you ertger for signing up for our long distance service. Please review the following and click agree if you agree with our terms and conditions.



By filling out this form and clicking on "yes" below, the customer, as the telephone subscriber, authorizes C&W USA to be the telephone subscriber's InterLATA toll carrier, commonly referred to as "long distance," and as the telephone subscriber's IntraLATA (IntraLATA toll services are local area toll calls) toll carrier if so designated in the ILP box.

The telephone subscriber authorizes C&W USA to contact the telephone subscriber's local exchange carrier on the telephone subscriber's behalf and further understands that the local exchange carrier may charge a fee to switch the telephone subscriber's service to C&W USA and this fee may appear on a future local exchange carrier bill.

No ☐ Yes ☒



Internet
Data
Voice
Messaging
Consumer
Partners
Profile
Careers
Media
Contact
Search
Home

© 1999 Cable & Wireless USA. All Rights Reserved.
Last updated: Apr 30, 1999

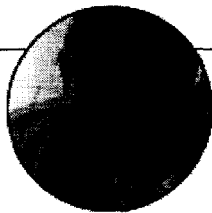
Top



CABLE & WIRELESS

Voice

Thank you ertger for signing up for our long distance service. Cable & Wireless will email a notice of your decision to change carriers. Please reply to verify this change has occurred is . After you have replied to the email and payment has been approved your service will be activitated.



Below is what you Submitted:

Company Name: 333
Address: 333
City: 333
State: 333
Zip: 333
Contact Name: 333
AltContact: 333
Phone: 333
email: 333
password: gter
cpni: Cpni not checked

MainBillingNumber: 5555
TotalLines: 5
CompanyNameOnBill: dsfasdfas

oon1: 43343
ILP1: ILP Not Checked
oon2:
ILP2: ILP Not Checked
oon3:
ILP3: ILP Not Checked
oon4:
ILP4: ILP Not Checked
oon5:
ILP5: ILP Not Checked
oon6:
ILP6: ILP Not Checked
oon7:
ILP7: ILP Not Checked
oon8:
ILP8: ILP Not Checked

FaxLine:
ModemLine:

Billing Name: ertger
Billing Address: rtaert
Billing City: ertret
Billing State: ertre
Billing Zip: ertre
Billing Contact: ertre
Billing Phone: ertert
Billing email: erttr

ccard: Amex
EIBonline:
EIBcd:
EIBdisk:

Internet
Data
Voice
Messaging
Consumer
Partners
Profile
Careers
Media
Contact
Search
Home

EIBcycle:
CMSonline:
CMScd:
CMSdisk:

[Copyright](#) 1999 Cable & Wireless USA. All Rights Reserved.
Last Updated: Fri Apr 01 09:52:22 1999

Top 